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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**UNITED AFRICAN-ASIAN
ABILITIES CLUB, ON BEHALF
OF ITSELF AND ITS
MEMBERS; ANNA MARIE
WIGGINS, An Individual, ON
BEHALF OF ROBERT AARON
MCKISSICK**

Plaintiffs.

v.

**12500 CULVER II, LLC; AND
DOES 1 THROUGH 10, Inclusive**

Defendants.

| Case No:

COMPLAINT

DISCRIMINATORY PRACTICES

[US Fair Housing Act of 1988 [42 U.S.C. §§ 3600 et seq., §3604(c), §3604(f)(1-3), et seq.; CA Government Code 12925, 12927, 12955; CA Civil Code §§ 51, 52, 54.3

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiffs make the following allegations in this civil rights action:
JURISDICTION AND VENUE
 2. The federal jurisdiction of this action is based on the 42 U.S.C. §§ 3601, 3604 et. seq. - the U.S. Fair Housing Act Amendments of 1988 (Defendants' apartment property consist of four (4) or more residential units), and 42 U.S.C. § 12101 et. seq., the federal Americans With Disabilities Act. Venue is proper in this

1 United States District Court for the Central District of California pursuant to 28
2 U.S.C. § 1391(b), because a substantial part of Plaintiffs' claims arose within said
3 Judicial District.

4 **SUPPLEMENTAL JURISDICTION**

5 3. This United States District Court for the Central District of California has
6 supplemental jurisdiction over the California state claims as alleged in this
7 Complaint pursuant to 28 U.S.C. § 1367(a).

8 **NAMED DEFENDANTS AND NAMED PLAINTIFFS**

9 4. The term Plaintiffs as used herein specifically include the corporate Plaintiff
10 entity known as the United African-Asian Abilities Club, On Behalf Of Itself And Its
11 Members (hereinafter referred to as "Club" or "UAAAC"); and the individual
12 Plaintiff Anna Marie Wiggins and Robert Aaron Mckissick (hereinafter referred to as
13 "Wiggins" or the "named Individual Plaintiff". The Plaintiff Club and Plaintiff
14 Wiggins are sometimes collectively referred to as the "named Plaintiffs" or
15 "Plaintiffs".

16 5. Plaintiff United African-Asian Abilities Club (UAAAC) is registered and in
17 good standing as a Nevada corporation. The named individual Plaintiff Wiggins is a
18 member of the Plaintiff Club organization.

19 6. Plaintiffs are informed, believe, and thereon allege that named Defendant 12500
20 CULVER II, LLC is the operator of the apartment rental business known as 12500
21 Culver Boulevard Los Angeles, CA Apartments located at 12500 Culver Boulevard
22 Los Angeles, CA 90066. Plaintiffs are informed, believe, and thereon allege that
23 Defendant 12500 CULVER II, LLC is the owner, operator, and/or lessor of the real
24 property located at 12500 Culver Boulevard Los Angeles, CA 90066 (hereinafter
25 referred to as the "Property").

26 7. Defendant 12500 CULVER II, LLC is, and at all times mentioned herein

1 were, a business or corporation or franchise, organized and existing and/or doing
2 business under the laws of the State of California. Defendants Does 1 through 10,
3 were at all times relevant herein subsidiaries, employers, employees, and/or agents of
4 the named Defendants.

5 **CONCISE SET OF FACTS**

6 8. The named Individual Plaintiff Wiggins is the sister of Robert Aaron
7 McKissick who has cerebral palsy, uses a wheelchair for mobility, is unable to walk
8 any distance, and he also has severe speech and vision disabilities. McKissick is
9 totally dependent on Plaintiff Wiggins due to his disabilities. Plaintiff Wiggins and
10 McKissick are also members of the Plaintiff Club. The individual Plaintiff Wiggins
11 intended to go the Defendant's Property to access Defendants' rental services.
12 Plaintiff Wiggins has actual knowledge of the overt and obvious physical and
13 communication barriers at Defendants' Property. Plaintiff Wiggins determined that
14 the open and obvious physical barriers that exist at Defendants' Property directly
15 related to her brother's disabilities, and that it would be impossible or extremely
16 difficult for them to physically access Defendants' on-site rental services. See ¶¶ 25.
17 Plaintiff Wiggins had knowledge and determined that it would be futile gesture for
18 her to go to the Property. Plaintiff Wiggins had knowledge of access barriers at the
19 Property and determined that it would be futile gesture for her to go to the Property
20 on the date that she had intended. The named Individual Plaintiff Wiggins was
21 deterred by her actual knowledge of the physical and communication barriers that
22 exist at Defendants' Property and also Defendants' website communication barriers.
23 As used herein, website means any internet website where Defendants control the
24 content. Exhibit B states the websites controlled by Defendants. Plaintiff Wiggins
25 also attempted to access Defendants' rental services on Defendants websites but
26

1 experienced great difficulty due to Defendants' failure to provide accessible website
2 features.

3 9. The named Individual Plaintiff Wiggins attempted to use Defendants' website to
4 access Defendants' online rental services. The named Individual Plaintiff Wiggins
5 could not determine from Defendants' website content whether Defendants' rental
6 services at the property or off the property, and common areas at the property were
7 physically accessible to her with her brother McKissick. The named Individual
8 Plaintiff Wiggins requested that Plaintiff Club assist him to obtain information
9 regarding the physical accessibility of Defendants' on-site office where Defendants'
10 offer its rental services. In response to the named Individual Plaintiff's request,
11 Plaintiff Club sent one of its members to Defendants' physical on-site office. The
12 named Individual Plaintiff Wiggins personally reviewed all the information and
13 photographs of Defendants' property. As a result, the named Individual Plaintiff has
14 actual knowledge of the overt and obvious physical and communication barriers at
15 Defendants' Property. The named Individual Plaintiff Wiggins determined that the
16 open and obvious physical barriers that exist at Defendants' Property directly related
17 to McKissick's disabilities, and that it would be impossible or extremely difficult for
18 him to physically access Defendants' on-site rental services. See ¶¶ 25. The named
19 Individual Plaintiff Wiggins had actual knowledge and determined that it would be
20 futile gesture for her to go to the Property on the date that she had intended. The
21 named Individual Plaintiff Wiggins was deterred by her actual knowledge of the
22 physical and communication barriers that exist at Defendants' Property and website.
23 The named Individual Plaintiff made a written request to Defendants' for an
24 accommodation to have equal access to Defendants' rental services and to eliminate
25 the communication and physical barriers to Defendants' rental services, both online
26 and at the property. At the end of this action, the named Individual Plaintiff
27

1 Wiggins intends to return to Defendants' website and physical office on or off the
2 property location to obtain rental information and verify that the communication and
3 physical barriers to Defendants' rental services are removed.
4

5 10. The named Plaintiff Club is an organization that advocates on the behalf of its
6 members with disabilities when their civil rights and liberties have been violated.
7 Plaintiff Club and Plaintiff Wiggins investigated Defendants' websites and apartment
8 Property in October, 2022, and in November, 2022. The named Plaintiffs
9 investigated Defendants apartment property and Defendants websites. Plaintiff Club
10 member Sharon Riguer investigated the Property on the Internet websites.
11 Additional Plaintiff Club members investigated Defendants websites and found that
12 they did not provide equal access. The results of the research from Club Member
13 Sharon Riguer are contained in the Exhibit B to this Complaint. Club members
14 ascertained that Defendants' rental services at Defendants Property were not
15 physically accessible to Plaintiff Wiggins by a Club member with a disability who
16 went to Defendants' apartment Property, and said Club member attempted to access
17 Defendants' on-site rental services.

18 11. Plaintiff Club diverted its time and resources from its normal purposes
19 because of Defendants' service, policy, program and physical barriers to Defendants
20 rental services at Defendants' websites and Property. Club personnel conducted
21 detailed Internet searches to determine if Defendants provide large print, deaf
22 interpreter, therapy animal, the required reasonable accommodation policy, and
23 required reasonable modification policy. Further, the Club retained contractors to
24 investigate said policies, to survey the property, to photograph the property, to
25 investigate when the Property was constructed, to investigate the Property ownership
26 and to have an access report prepared. Plaintiff Club also diverted staff to
27 investigate Defendants' Internet presence to determine compliance with the FHA and
28

1 ADA. Plaintiff Club also investigated Defendants' written rental materials such as
2 brochures, rental applications and leases. Moreover, Plaintiff Club made an oral
3 investigation to ascertain Defendants' companion animal, deaf interpreter and
4 reasonable accommodation and reasonable modification policies. Plaintiff Club also
5 caused a physical access consultant to be retained to survey Defendants' facility.
6 Plaintiff Club's findings regarding Defendants' rental services and facilities were
7 incorporated into an Access Report. The Access Report also details the known overt
8 and obvious physical access violations at the Property, but it is not intended as an
9 exhaustive list of existing violations. Due to these necessary activities to investigate,
10 Plaintiff Club's time and resources were diverted from its normal activity. Plaintiff
11 Club suffered injury and also suffered monetary damages due to the diversion of the
12 Club's resources from its normal purposes.

13 12. Plaintiffs allege that Defendants control, operate, and maintain web pages at
14 different apartment websites where Defendants offer its rental services.
15 Additionally, Defendants have a physical office location at the Property where they
16 also offer their rental services.

17 13. Plaintiffs allege that Defendants' websites have a close nexus to Defendants' on-
18 site rental services because the websites refer to Defendants' rental services that are
19 offered at Defendants' actual physical rental office. Therefore, Plaintiffs allege that
20 the websites are also places of public accommodation. Defendants control the
21 websites to the extent that Defendants can change the website content to make
22 modifications to comply with the FHA and ADA. Therefore, Plaintiffs allege that
23 Defendants can modify the content of Defendants' websites to improve access for
24 Plaintiffs and people with disabilities.

25 14. In this case, the named Plaintiffs allege that the Defendants failed to provide a
26 TTY number or the text messaging system for Plaintiffs and other people that are
27

1 deaf or people with speech conditions. Plaintiff Club members have speech
2 disabilities. Moreover, Plaintiff Club alleges that the Defendants did not modify their
3 websites to eliminate non-readable text to allow the blind and people with low vision
4 to use the screen reader software to access the information on the website, yet they
5 also failed to use large print on their websites. See Exhibit B to this Complaint.
6 Plaintiffs assert that most popular screen reader programs are called Jobs Access
7 With Speech or “JAWS” and Apple’s VoiceOver Software. Defendants actions
8 discriminate against Plaintiff Club, specifically Club members who have low vision
9 disabilities. Each of the Club members above cannot use the websites controlled by
10 the Defendants. Modifications to Defendants’ websites will not fundamentally alter
11 the rental services provided and will also not cause an undue burden to Defendants,
12 because the cost is less than One Thousand Dollars (\$1,000).
13

14 15. On October 30, 2022, and on a second subsequent date, Plaintiff Club
16 attempted to make a request to the Defendants for reasonable accommodation at the
17 property. On November 16, 2022, the named individual Plaintiff Wiggins and
18 Plaintiff Club emailed to the Defendants a written request for a reasonable
19 accommodation. In November, 2022, Plaintiff Wiggins and Plaintiff Club, mailed a
20 written request for a reasonable accommodation. Defendants failed to respond to
21 any of Plaintiffs requests for reasonable accommodation as of the date of the filing of
22 this Civil Complaint.

23 16. Plaintiffs are not able to access Defendants rental services due to existing
24 overt and obvious communication and physical barriers to access Defendants’ rental
25 services both at its online website and at the onsite physical office. Due to the overt
26 and obvious physical barriers as alleged herein below, which are required to be
27 removed, Plaintiffs requested that Defendants accommodate them to provide access
28 to Defendants’ rental services.

17. The named Plaintiffs allege that an accommodation is also obvious when a whole group of the protected persons requires it. For example, when the public without disabilities are required to get up to a second level, the public would be very disturbed if they were required to request steps to go up to second level. When the accommodation is specific to a particular person with a disability, then that person may be required to make a request, because the accommodation is not obvious.

18. Plaintiffs allege that they are not required to make a request for reasonable accommodation and for auxiliary aids when the barriers to communication are overt and obvious. However, in the present case, Plaintiffs did make such requests for accommodation to eliminate overt and obvious barriers to its rental services communications. Plaintiffs allege that providing effective contact information for Defendants' rental services on the internet is an obvious accommodation. The general public does not need to request a contact number from the Defendant apartment owner or operator when they desire to rent a place. Defendants provide the contact number on their website. Therefore, Plaintiffs allege that Defendants are required to provide the obvious accommodation of effective communication for people that are deaf or with speech impediment on their website without a request. Defendants must make their rental services accessible without the need for a prior request. Furthermore, Defendants have a duty to remove architectural barriers and communication barriers to their rental services without request.

19. Plaintiffs allege that there is disparate treatment on the internet related to the amenities being offered to people without disabilities and people with disabilities. All the below facts and the facts stated elsewhere herein have a disparate impact on the disability community. The named Plaintiffs experienced and have knowledge of the below facts that the Plaintiffs ascertained from Defendants' websites. Defendant operates an apartment property. The property is located at 12500 Culver Blvd, Los

1 Angeles, CA 90066. The property was built in 1969 and has 3 stories with 105 units.
2 The rent is approximately: \$1000 to \$2000. The internet provides a wealth of
3 information regarding the property. The internet advertises that the property has
4 amenities that include: Features: Washer/Dryer Hookup, Hardwood Floors, Laundry
5 Facilities; Apartment Features: Kitchen, Refrigerator, Carpet, Laundry Facilities,
6 Controlled Access, Gated; Parking Surface Lot \$50, Unassigned Parking; Lease
7 Options 12 Months. The property advertises on apartmentguide.com,
8 apartmentfinder.com, zumper.com, trulia.com, rent.com, redfin.com. It is very
9 important to know that on apartmentguide.com, apartmentfinder.com, zumper.com,
10 trulia.com, rent.com, redfin.com there is the equal housing opportunity logo. The
11 plaintiff alleges that there is disparate treatment on the internet related to the
12 amenities being offered to people without disabilities and people with disabilities.
13 For example, the tow signage was not installed. The accessible parking space had an
14 access aisle, which was not van accessible. The aisle did not have the “no parking”
15 included in the access aisle. The office had a high threshold. There was no
16 International Symbol of Accessibility signage. The Internet does not state the
17 accessible amenities at all. Also, the statement the “equal housing opportunity
18 statement” is misleading. In fact, the property is not completely accessible. All the
19 above facts and the facts stated herein have a disparate impact on the disability
20 community.

21 20. On Defendants’ websites, they allow the public without deafness and without
22 speech impairments to participate by providing them with a telephone number to
23 call. However, Plaintiff Club members that are deaf and or with speech impairments
24 are denied equal access to participate because the Defendants do not have any
25 effective communication.

26 21. Defendants provide websites for people without disabilities to benefit from the

1 rental services without going to the apartments to learn about the properties.
2 However, for people with disabilities that require the access to the facility, the
3 Defendants do not provide any information on the websites regarding if the rental
4 services on or off the site is accessible. Moreover, the Defendants provide the
5 telephone number for the public to call to inquire about the rental services without
6 providing any effective alternative communications for Plaintiffs and other people
7 that are deaf or have speech impairments.

8 22. For people without disabilities, the Defendants provide all of the information
9 on their websites. For Plaintiffs with disabilities, Defendants require them to travel to
10 the Property to determine if it is accessible, then require them to request the effective
11 communication, and then thereafter to request a reasonable accommodation to the
12 overt and obvious communication barrier. Therefore, Defendants require Plaintiffs
13 and other people with disabilities to suffer a separate benefit.

14 23. Additionally, the named Plaintiffs are alleging photograph discrimination
15 related to the physical access of each of the apartments within Exhibit B to this
16 complaint. The purpose of Defendants' internet photographs is to entice perspective
17 renters to apply online or to contact the Defendants to rent a place. Defendants'
18 internet photographs only entice people without mobility disabilities. Defendants'
19 internet photographs exclude any photographs of any accessible features that would
20 aid the Plaintiffs. For example, there is no photograph of accessible parking. There
21 are no photographs of the accessible route to the rental office. There are photographs
22 of the accessible route to the manager's office. There are no photographs related to
23 the access to get into and use the rental or manager's office. There are no
24 photographs related to the accessible route of the common area. There are no
25 photographs of the accessible units. In fact, all the photographs lead a person with a
26 mobility disability to believe that the apartments are not accessible, or that they must
27

1 have someone go to the properties to make sure it is accessible. However, people
2 without disabilities are not required to go to the Property to see if it is accessible.
3

4 24. Defendants websites and Defendants' rental services are not integrated for
5 people with disabilities as required. Plaintiffs are required to request an
6 accommodation. People without disabilities can access the websites and the rental
7 services without any problem, but Plaintiffs and other people with disabilities are
8 required to request for separate rental services. People with mobility conditions are
9 not integrated when using the websites because they must go to the apartments to
10 determine if they are accessible, but people without disabilities need only access
11 Defendants' websites to determine they can use them. People that are blind and with
12 low vision disabilities must request help to read the website information because the
13 printed information is too small, but people without disabilities can access the
14 websites without asking for help. Plaintiffs and other people with deafness or people
15 with speech condition must ask for help calling the number on the websites, because
16 Defendants fail to provide a TTY number to contact, or Defendants fail to provide a
17 texting system. Defendants discriminated against the Plaintiffs.

18 25. Plaintiff Club member went to Defendant's apartment facilities at the Property
19 in October, 2022, and on a second subsequent date, to access the rental services. The
20 Named Individual Plaintiff has actual knowledge of Defendants' overt and obvious
21 physical barriers, that relate to this Plaintiff's disabilities, to Defendants' Property
22 on-site rental services that this Named Individual Plaintiff intended to visit in
23 October, 2022, and on a second subsequent date, but this Plaintiff was deterred from
24 accessing Defendant's rental services located on the Property. Defendants provide
25 rental information, rental applications, and other rental services on-site at the
26 Property. Defendants' agents confirmed to the Plaintiffs that rental information,
27 rental applications, and other rental services were available on-site at the Property.

1 Defendants' rental services at the Property are not accessible. Defendants' path of
2 travel from the sidewalk to the rental services is not accessible since it has excessive
3 slopes without handrails and step changes in level along the path. There is an
4 excessive slope without handrails that must be traversed to access the main entrance
5 leading into the complex. There are numerous step changes in level that must be
6 traversed to access the main entrance to the complex. The main entrance door
7 leading into the complex fails to have the required smooth and uninterrupted surface
8 at the bottom of the door. The main entrance door leading into the complex is not
9 accessible due to a significant step change in level at the main entrance door
10 threshold that is not beveled or ramped. This main entrance door fails to have the
11 required strike edge clearance and smooth and level landing of sufficient dimensions.
12 Defendant's callbox is located too high to be accessible. Defendants do not provide
13 the required directional signage as to the designated path of travel from the sidewalk
14 to Defendant's rental services. Defendant's rental services entrance is not accessible
15 due to a significant step change in level at the rental services door threshold that is
16 not beveled or ramped. The Named Individual Plaintiff has mobility disabilities and
17 these step changes in level, excessive slopes, and the other stated issues cause the
18 path of travel and the rental services entry to be not accessible. Defendants failed to
19 provide any directional signage indicating an alternate accessible path of travel to the
20 rental services. Defendants failed to provide the required fully compliant van
21 accessible disabled parking for the rental services. Defendants failed to provide a
22 dimensionally compliant van accessible disabled parking space and disabled parking
23 access aisle, the required disabled parking signage, including tow away signage, fine
24 signage, ground markings, and failed to locate said parking on a level surface and
25 nearest the rental services. Defendants also failed to provide compliant tow away
26 signage. The Named Individual Plaintiff requires the use of a compliant van
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1 accessible disabled parking space to safely exit and re-enter the vehicle.
2 Defendants' failure to provide the required compliant disabled parking, disabled
3 parking access aisle, disabled parking disability signage, access aisle, and disability
4 ground markings, such that the Named Individual Plaintiff is not able to safely park
5 at Defendants' establishment since the individual Plaintiff may be precluded from
6 exiting or re-entering the vehicle if the disabled parking and disabled parking
7 signage is not present and others park improperly. Additionally, Defendants failed to
8 provide the required accessible path of travel from the parking area to the rental
9 services since the existing path of travel has step changes in level and slopes that
10 exceed the maximum permitted. Additionally, Defendants overt and obvious
11 communication barriers were also present at the rental services in October, 2022, and
12 on a second subsequent date. Defendants failed to provide any method of text
13 communication with their rental services and failed to publish any information as to
14 how to initiate text communication contact. The Named Individual Plaintiff had
15 actual knowledge of these barriers at Defendants' Property that Plaintiff intended to
16 visit, and the Named Individual Plaintiff was deterred from accessing Defendants'
17 rental services at the Property again in November, 2022. See Property photos in
18 Exhibit B and Exhibit C.

19
20 26. Plaintiff Club and the named Individual Plaintiff desire to make sure that
Defendants' rental services at Defendants' physical office location and Defendants'
21 websites are fully accessible to Plaintiff Club's members, the named Individual
22 Plaintiff, and other people with disabilities. Plaintiff Club, its Club members, and the
23 named Individual Plaintiff all have actual knowledge of Defendants' discriminatory
24 conditions, and they are currently deterred from attempting further access until the
25 barriers are removed. Plaintiff Club and the named Individual Plaintiff intend to
26 return to Defendants' Property and Defendants websites at the end of this action to
27

1 obtain rental services, and to verify that the communication and architectural barriers
 2 are removed. The named Plaintiffs' intent to return is genuine. In this case, Plaintiff
 3 Club has numerous members residing near Defendants Property. Plaintiff Club's
 4 members have actual knowledge of the discriminatory conditions as alleged herein
 5 when the Plaintiff Club investigated the Property and the rental services and
 6 determined that the Club members would not be able to use the rental services due to
 7 the discriminatory conditions. Therefore, Plaintiff Club members were and are
 8 deterred from visiting the properties. Plaintiff Members were not required to
 9 actually visit the properties. See *Civil Rights Education & Enforcement Center v.*
 10 *Hospitality Properties Trust*, 867 F.3d 1093 (9th Cir. 2017). However, a member of
 11 Plaintiff Cub did visit and attempt to access Defendants' rental services at
 12 Defendants' physical office at the Property. Plaintiff Club and the individual
 13 Plaintiff have specific plans to visit at the conclusion of this case to obtain rental
 14 information and to verify the Defendants ceased its discriminatory conduct by
 15 removing communication and physical barriers to access to the rental services.
 16

17 **FIRST CAUSE OF ACTION: DISCRIMINATORY PRACTICES IN**
 18 **HOUSING ACCOMMODATIONS – FAIR HOUSING ACT CLAIMS**
 19

20 27. FHA Standing:
 21

22 Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
 23 complaint, Defendants discriminated against Plaintiffs in violation of FHA sections §
 24 3604(f)(1- 3) and 42 § 3604(c), as further detailed below. As a result, the present
 25 named Plaintiffs suffered injury as a result of Defendants discriminatory actions, and
 26 named Plaintiffs now pray for damages, injunctive relief, declaratory relief, and
 27 other relief as hereinafter stated. The Federal Fair Housing Act applies to
 28 Defendants' apartment complex since it has more than 4 residential units. FHA

1 standing is substantially broader than standing under the ADA due to the critically
 2 important need of adequate availability of housing for the disabled. A potential
 3 plaintiff is not even required to have an interest in renting a particular property or
 4 dwelling to have standing. *Smith v. Pacific Properties and Development Corp*, 358
 5 F.3d 1097, 1099 (9th Cir 2004) [Testers have standing to bring Fair Housing Act
 6 claims, *Id* 1099, 1104]. Under the Act, any person harmed by discrimination,
 7 whether or not the target of the discrimination, can sue to recover for his or her own
 8 injury. *See Trafficante v. Metropolitan Life Ins. Co.*, 409 U.S. 205, 212, 93 S.Ct. 364,
 9 34 L.Ed.2d 415 (1972). “This is true, for example, even where no housing has
 10 actually been denied to persons protected under the Act.” *San Pedro Hotel v City of*
 11 *Los Angeles*, 159 F.3d 470, 474-475 (9th Cir 1998). In the present case, the named
 12 Plaintiffs alleged they suffered the injury of discriminatory conduct by Defendants,
 13 and that the named Plaintiffs suffered monetary and other damages as a result. The
 14 named Plaintiffs seek injunctive relief as well as damages, both of which are
 15 available under 42 USC § 3613(c). Assuming *arguendo* in the present case, that
 16 prospective injunctive relief was not available to Plaintiffs due to mootness or
 17 otherwise, which Plaintiffs dispute; the named Plaintiffs are still permitted to recover
 18 damages under their federal FHA claims. *Harris v Itzakhi*, 183 F.3d 1043, 1050 (9th
 19 Cir 1999) [During the appeal in *Harris* case, the plaintiff therein moved Three
 20 Thousand (3000) miles away and her injunctive claims became moot. However,
 21 Plaintiff’s claim for damages survived and was not affected]. In the present case,
 22 while Plaintiffs can satisfy the injunctive relief prudential standing requirements, the
 23 above Ninth Circuit *Harris* court authority makes it clear that those prudential
 24 standing requirements for injunctive relief are not applicable to Plaintiffs FHA
 25 damage claims. Hence, in the present case, Plaintiffs damage claims survive even if
 26 prospective injunctive relief is not available. The present Plaintiff Club has
 27 organization standing separately on its own under the FHA. Additionally, under the
 28

1 FHA, Plaintiff Club has associational standing to assert its Club member claims
 2 since it only seeks injunctive and declaratory relief as to its Club members. Plaintiff
 3 Club and the named Individual Plaintiff have standing with respect to the following
 4 FHA claims.

5

6 CLAIM I: Discrimination In Violation of 42 § 3604(f)(1) - Failure To Have A
 7 Policy For Receiving Prospective Tenant Accommodation Requests, Failure To
 8 Train Staff, And Failure To Make The Policy Known To The Plaintiffs

9 28. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
 10 complaint, the named Plaintiffs suffered discrimination by Defendants in violation of
 11 this FHA section. This FHA statute states it is unlawful to discriminate in the sale or
 12 rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter
 13 because of a handicap of (A) that buyer or renter; (B) a person residing in or
 14 intending to reside in that dwelling after it is so sold, rented, or made available; or...
 15 §3604(f)(1) [emphasis added]. See *Texas Dept. of Housing and Community Affairs*
 16 v *Inclusive Communities Project*, 135 S.Ct. 2507, 2519 (2015) [FHA statutory
 17 scheme permits disparate impact claims, and those type of claims do not require
 18 intent]. due to Defendants' communication and architectural barriers, Defendants
 19 discriminated against Plaintiffs by failing to have a policy, practice, or method for
 20 Plaintiffs to make a reasonable accommodation request for equal access to their
 21 rental services on their website or at their on-site office at the Property. Defendants
 22 have an affirmative duty to have a policy, process to receive such accommodation
 23 requests and to respond to said requests. See *Giebeler v. M & B Associates*, 343 F.3d
 24 1143 (9th Cir. 2003). As a result, Defendant caused Plaintiffs to suffer disparate
 25 impact discrimination.

1 CLAIM II: Failure to Engage in Interactive Process In Violation Of The Fair
2 Housing Act And California Fair Employment And Housing Act

3 29. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
4 complaint, Plaintiffs suffered discrimination by Defendants in violation of FHA
5 section § 3604(f)(1) and § 3604(f)(2). Plaintiffs contend that Defendant failed to
6 engage in a good-faith interactive process to determine and to implement effective
7 reasonable accommodations so that Plaintiffs could gain equal access Defendants'
8 rental services, to apply for a lease, or to allow Plaintiffs to access Defendants'
9 physical rental office and apartments.

10 CLAIM III: Discrimination In Violation of 42 § 3604(f)(2)

11 30. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
12 complaint, the named Plaintiffs suffered discrimination by Defendants in violation of
13 this FHA section § 3604(f)(2). This FHA section states “it shall be unlawful to
14 discriminate against any person in the terms, conditions, or privileges of sale or
15 rental of a dwelling, or in the provision of services or facilities in connection with
16 such dwelling”. Plaintiffs more specific factual basis for this claim is set forth
17 above at ¶¶23-26 above. As previously stated, the named Individual Plaintiff was a
18 prospective renter and Plaintiff Club was also seeking rental housing on behalf of the
19 named Individual Plaintiff ¶¶8 – 26 above. In the instant case, Defendant’s office
20 located on the Property is a “facility” in connection with the rental of a dwelling and
21 the on-site rental services provided within the office fall within the FHA statute. In
22 the instant case, the named Plaintiffs both assert that Defendant’s failure to remove
23 communication and architectural barriers to permit access to Defendant’s on-site
24 rental services contained within the office is a separate, independent, actionable
25 violation of this FHA section § 3604(f)(2), even without reference to the ADA as a
26 predicate. Plaintiffs have alleged that Defendants’ Property has overt and obvious
27 physical barriers to access its rental services provided in its on-site office. See ¶¶25 -
28

1 26. The 9th Circuit *Smith* court stated that the mere observation of overt architectural
 2 barriers is actionable. *Smith* at 1104 [“To read an additional standing requirement
 3 into the statute beyond mere observation, however, ignores that many overtly
 4 discriminatory conditions, for example, lack of a ramped entryway, prohibit a
 5 disabled individual from forming the requisite intent or actual interest in renting or
 6 buying *for the very reason* that architectural barriers prevent them from viewing the
 7 whole property in the first instance” (emphasis in original)]. The *Smith* court found
 8 Defendants liable under this FHA subsection even though that case did not involve
 9 ADA Title III claims. However, Plaintiffs did not just allege that Plaintiff Club
 10 observed Defendant’s overt architectural barriers, but Plaintiffs alleged that a
 11 Plaintiff Club member experienced the barriers, that the named Individual Plaintiff
 12 had actual knowledge of Defendants’ communication and architectural barriers and
 13 Plaintiff Wiggins was deterred from obtaining equal access to Defendant’s office
 14 facility and its rental services located therein. Defendants also discriminated against
 15 Plaintiffs by failing to modify its practices and policies to provide access via other
 16 methods of access to its rental services contained within the rental office.
 17 Defendant’s failure to remove the architectural and communication barriers to access
 18 its facilities and the rental services located therein, or to provide an accommodation
 19 to provide methods of alternate access to the office facility, providing rental services
 20 constitutes the prohibited discrimination, separately and independently.
 21 Additionally, Defendant’s conduct is also prohibited under ADA Title III and
 22 constitutes a second, separate, independent source of discrimination against Plaintiffs
 23 in violation of FHA § 3604(f)(2). Since Defendants discriminatory conduct involves
 24 Defendants’ rental facilities and its rental services located therein, Plaintiffs assert
 25 any discriminatory conduct found in violation of ADA Title III also constitutes
 26 prohibited “discrimination” under FHA § 3604(f)(2).

27 CLAIM IV: Discrimination In Violation of 42 § 3604(f)(3)(A and B only)
 28

1 31. Plaintiffs do not make any claim against Defendants for a failure to “design
 2 and construct” pursuant to § 3604(f)(3)(C). Based on the facts plead at ¶¶ 8 - 26
 3 above and elsewhere herein this complaint, Plaintiffs suffered discrimination by
 4 Defendants in violation of FHA sections § 3604(f)(3)(A, B) only. The FHA requires
 5 that “....[f]or the purposes of this subsection, discrimination includes-- (B) a refusal
 6 to make reasonable accommodations in rules, policies, practices, or services, when
 7 such accommodations may be necessary to afford such person equal opportunity to
 8 use and enjoy a dwelling...” 42 § 3604(f)(3)(B). See also *Giebeler v. M & B
 9 Associates*, 343 F.3d 1143 (9th Cir 2003). Defendants improperly refused Plaintiffs’
 10 repeated written and other requests for an accommodation to have equal access to its
 11 rental services.

12 **CLAIM V: Discrimination In Violation of 42 § 3604(c) As To NSA**

13 32. Based on information, belief, and the facts plead at ¶¶ 8 – 26 above and
 14 elsewhere herein, Plaintiffs herein alleges that Defendants caused Plaintiffs to suffer
 15 the injury of discrimination since Defendants violated 42 U.S.C. §§ 3604 (c) with
 16 respect to its notices, statements, and advertisements (“NSA”). Plaintiffs allege that
 17 Defendants discriminated against them when Defendants made, printed, or
 18 published, or caused to be made printed, or published notices, statements, or
 19 advertisements (“NSA”) that suggest to an ordinary reader a preference to attract
 20 tenants without disabilities. Defendants' Internet advertising regarding its rental
 21 services has an unlawful disparate impact on Plaintiffs.

23 **SECOND CAUSE OF ACTION : Violation of California Fair Housing Act**

25 33. Failure to Provide Obvious Reasonable Accommodation and Modification:
 26 Based on information, belief and the facts stated above at ¶¶ 8 – 26 above and
 27 elsewhere in this complaint, Plaintiffs allege that Defendants refused to make

1 reasonable accommodations in rules, policies, practices, or services in violation of
 2 CA Government Code sections 12927 and 12955.2, when these accommodations
 3 may be necessary to afford a disabled person equal opportunity to use and enjoy
 4 Defendants' rental services. As stated in detail above, Defendants refused to make
 5 reasonable accommodations with the instant Plaintiffs and discriminated against each
 6 of them on the basis of disability.

7

8 THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS- Claims Under
 9 The Americans With Disabilities Act Of 1990

10 34. ADA Standing:

11 ADA Title III does cover public and common use areas at housing
 12 developments when these public areas are, by their nature, open to the general
 13 public. An office providing rental services is open to the general public. (See U.S.
 14 Department of Justice - ADA Title III Technical Assistance Section III-1.2000,
 15 Illustration 3, rental office covered). The parking and paths of travel to the rental
 16 office are also covered. See Section III-1.2000, ADA Title III Technical Assistance
 17 Manual, <http://www.ada.gov/taman3.html> ("ILLUSTRATION 3: A private
 18 residential apartment complex contains a rental office. The rental office is a place of
 19 public accommodation"). See *Kalani v Castle Village, LLC*, 14 F.Supp.3d 1359,
 20 1371 (E.D.Cal, 2014) [citing *Johnson v. Laura Dawn Apartments, LLC*, 2012 WL
 21 33040 at *1 n. 1 (E.D.Cal.2012) (Hollows, M.J.) ("[t]he leasing office of an
 22 apartment is a place of public accommodation.] . In the present case, the named
 23 Plaintiffs have sufficiently alleged that Defendants have an office at the Property that
 24 provides rental services. Following prior sister Circuit Courts of Appeals decisions,
 25 our Ninth Circuit Court very recently held that an ADA Plaintiff can be only a
 26 "tester" and have standing. See *Civil Rights Education & Enforcement Center v.*
Hospitality Properties Trust, 867 F.3d 1093 (9th Cir. 2017) [the Ninth Circuit

¹ CREEC court held (1) ADA “tester” standing is valid and a Plaintiff’s motivation for
² visit is “irrelevant”, and (2) an ADA “deterrent effect doctrine” claim does not
³ require a Plaintiff to have a personal encounter with the barrier to equal access, only
⁴ to have knowledge of the barrier] citing *Havens Realty Corp. v. Coleman*, 455 U.S.
⁵ 363, 372–74, 102 S.Ct. 1114 (1982); *Smith v. Pacific Properties and Development*
⁶ Corp, 358 F.3d 1097, 1102-1104 (9th Cir 2004); *Chapman v. Pier 1 Imports (U.S.)*
⁷ Inc., 631 F.3d 939 (9th Cir 2011, en banc); *Houston v. Marod Supermarkets, Inc.*,
⁸ 733 F.3d 1323, 1335–37 (11th Cir. 2013); *Colo. Cross Disability Coal. v.*
⁹ *Abercrombie & Fitch Co.*, 765 F.3d 1205, 1210–11 (10th Cir. 2014). In the present
¹⁰ case, the named Plaintiffs each have ADA standing. Plaintiffs have alleged that
¹¹ Defendants discriminated against Plaintiffs in violation of ADA Title III statutes and
¹² regulations as detailed further in the ADA claims stated below. As a result, the
¹³ named Plaintiffs have each suffered injury and each seek only injunctive and
¹⁴ declaratory relief pursuant to their ADA Claims.

¹⁵ **CLAIM I: Auxiliary Aids – Failure To Effectively Communicate**

¹⁶ 35. 42 United States Code 12182(b)(2)(iii) states, "a failure to take such steps as
¹⁷ may be necessary to ensure that no individual with a disability is excluded, denied
¹⁸ services, segregated or otherwise treated differently than other individuals because of
¹⁹ the absence of auxiliary aids and services, unless the entity can demonstrate that
²⁰ taking such steps would fundamentally alter the nature of the good, service, facility,
²¹ privilege, advantage, or accommodation being offered or would result in an undue
²² burden;..." Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this
²³ complaint, Plaintiffs are informed, believe, and thereon allege that Defendants
²⁴ violated said provision. Plaintiffs set forth the factual basis for this claim most
²⁵ specifically at ¶¶ 13 -14, 16-24 above. The ADA “applies to the services of a place
²⁶ of public accommodation, not services *in* a place of public accommodation. To limit
²⁷

1 the ADA to discrimination in the provision of services occurring on the premises of a
 2 public accommodation would contradict the plain language of the statute.” Nat'l
 3 Fed'n of the Blind v. Target Corp., 452 F. Supp. 2d 946, 953 (N.D. Cal. 2006)
 4 (emphasis added) (citing *Weyer v. Twentieth Century Fox Film Corp.*, 198 F.3d
 5 1104, 1115 (9th Cir. 2000) [holding that “whatever goods or services the place
 6 provides, it cannot discriminate on the basis of disability in providing enjoyment of
 7 those goods and services”]). An ADA plaintiff may challenge a business’ online
 8 offerings as well. So long as there is a “nexus”—that is, “some connection between
 9 the good or service complained of and an actual physical place”—a plaintiff may
 10 challenge the digital offerings of an otherwise physical business. *See Gorecki v.*
 11 *Hobby Lobby Stores, Inc.*, 2017 WL 2957736, at *4 (C.D. Cal. June 15, 2017) [Case:
 12 CV 17–1131–JFW (SKx)]. The ADA requires the Defendants to provide effective
 13 communication to the instant Plaintiffs and to people with disabilities. In the
 14 present case, Plaintiffs experienced and have knowledge that Defendants failed to
 15 have a required procedure to provide effective communication. Plaintiffs allege that
 16 Defendants failed to train their staff on the way to use the auxiliary aids. Defendants
 17 did not provide any auxiliary aid and the Defendants did not provide any reasonable
 18 accommodation to the overt and obvious communication barriers, and failed to
 19 respond to Plaintiffs’ requests for accommodation. Plaintiffs are not demanding that
 20 Defendants provide a specific reasonable accommodation or a specific auxiliary aid.
 21 ADA law allows the Defendants to decide what auxiliary aid and reasonable
 22 accommodation will be provided. In this case, however, Defendants failed to
 23 provide any reasonable accommodation for the overt and obvious communication
 24 barriers to equal access to their rental services, failed to provide any auxiliary aid,
 25 and failed to provide any effective communication. Plaintiffs allege that Defendants’
 26 websites provide a contact number for the general public, but Defendants failed to
 27

1 provide Plaintiffs with the required effective communication using texting or other
 2 alternate means of communication for Plaintiffs and other people with a deaf
 3 condition or a speech condition. Defendants' conduct discriminates against Plaintiff
 4 Club's members that have hearing disabilities and Club's members with speech
 5 disabilities. Defendants are required to provide, on Defendants' websites, to provide
 6 a method to effectively communicate with Plaintiff Club members that have hearing
 7 and speech disabilities, and other people that are deaf or have speech impairments.
 8

9 **CLAIM II: Denial of Participation**

10 36. 42 United States Code 12182(b)(1)(A)(i) states, "It shall be discriminatory to
 11 subject an individual or class of individuals on the basis of a disability or disabilities
 12 of such individual or class, directly, or through contractual, licensing, or other
 13 arrangements, to a denial of the opportunity of the individual or class to participate in
 14 or benefit from the goods, services, facilities, privileges, advantages, or
 15 accommodations of an entity." Based on the facts plead at ¶¶ 8 - 26 above and
 16 elsewhere in this complaint, Plaintiffs are informed, believe, and thereon allege that
 17 Defendants violated said provision. Plaintiffs set forth the factual basis for this claim
 18 most specifically at ¶¶ 20-24 above. Defendants discriminated against Plaintiffs in
 19 violation of 42 United States Code 12182(b)(1)(A)(i) and 42 U.S.C. § 12188.
 20

21 **CLAIM III: Participation in Unequal Benefit**

22 37. Defendants provide unequal benefit for people with disabilities in violation of
 23 42 United States Code 12182(b)(1)(A)(ii) and 42 U.S.C. § 12188. Based on the facts
 24 plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed,
 25 believe, and thereon allege that Defendants discriminated against Plaintiffs in
 26 violation of said provision. Plaintiffs set forth the factual basis for this claim most
 27 specifically at ¶¶ 20-24 above.
 28

CLAIM IV: Separate Benefit

38. Defendants' photographs discriminate against Plaintiffs in violation of 42 United States Code 12182(b)(2)(A)(iii) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon allege that Defendants discriminated against Plaintiffs in violation of said provision. Plaintiffs set forth the factual basis for this claim most specifically at ¶¶ 20-24 above.

CLAIM V: Integrated Settings

39. Defendants' rental services are not integrated for Plaintiffs and people with disabilities in violation of 42 United States Code 12182(b)(1)(B) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon allege that Defendants discriminated against Plaintiffs in violation of said provision. Plaintiffs set forth the factual basis for this claim most specifically at ¶¶ 20-24 above.

CLAIM VI: Failure To Modify Practices, Policies And Procedures

40. Defendants failed and refused to provide a reasonable alternative by modifying its practices, policies, and procedures in that they failed to have a scheme, plan, or design to accommodate Plaintiff Club, its Club members, the individual named Plaintiff, and/or others similarly situated in utilizing Defendants' rental services, at its websites and its office at the Property, in violation of 42 United States Code 12182(b)(2)(A)(ii) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon allege that Defendants discriminated against Plaintiffs in violation of said provision. Plaintiffs set forth the factual basis for this claim most specifically at ¶¶ 18-26 above.

CLAIM VII: Failure To Remove Architectural And Communication Barriers

41. Plaintiffs allege that Defendants failed to remove architectural barrier and

1 communication barriers as required in violation of 42 United States Code
2 12182(b)(2)(A)(iv) and 42 U.S.C. § 12182. Based on the facts plead at ¶¶ 8 - 26
3 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon
4 allege that Defendants discriminated against the named Individual Plaintiff in
5 violation of said provision. Plaintiffs set forth the factual basis for this claim most
6 specifically at ¶¶ 8,9,20-24,25,26 above. The named Individual Plaintiff personally
7 reviewed all the information and photographs of Defendants' property. As a result,
8 the named Individual Plaintiff has actual knowledge of the physical and
9 communication barriers that exist at Defendants' Property. The named Individual
10 Plaintiff determined that the physical barriers that exist at Defendants' property,
11 directly relate to his disabilities, and make it impossible or extremely difficult for
12 him to physically access Defendants' on-site rental services at the Property. The
13 named Individual Plaintiff was deterred by his actual knowledge of the physical and
14 communication barriers that exist at Defendants' Property which include but are not
15 limited to the barriers to facilities for disabled parking, exterior path of travel to the
16 office, the office entrance, and office interior, since said Defendants' facilities were
17 not accessible because they failed to comply with the Federal ADA Accessibility
18 Guidelines ("ADAAG") and California's Title 24 Building Code Requirements. See
19 ¶¶ 25 for details. The named Individual Plaintiff had actual knowledge of these
20 barriers and determined that it would be futile gesture for him to go to the Property
21 on the date that he had originally intended. The named Individual Plaintiff is
22 currently deterred from returning due to his knowledge of the barriers. At the end of
23 this action, the named Individual Plaintiff intends to return to Defendants' physical
24 rental office location to obtain rental information and verify that the communication
25 and physical barriers to Defendants' rental services are removed. Defendants failure
26 to remove the barriers to equal access constitutes discrimination against the named
27 Individual Plaintiff.

CLAIM VIII: Failure To Make Alterations Readily Accessible And Usable

Defendants are required to make alterations to their facilities in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs pursuant to 42 U.S.C. §12183(a)(2). Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint, the named Plaintiffs are informed, believe, and thereon allege that Defendants violated this provision. Plaintiffs allege that Defendants altered their facility in a manner that affects or could affect the usability of the facility or a part of the facility after January 26, 1992. In performing the alteration, Plaintiffs allege that Defendants failed to make the alteration in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, in violation of 42 U.S.C. §12183(a)(2).

CLAIM IX: Administrative Methods

Plaintiffs are informed, believe, and thereon allege that Defendants contract with website providers without making sure that the websites will be accessible to people with disabilities in violation of 42 United States Code 12182(b)(1)(B) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon allege that Defendants discriminated against the named Individual Plaintiff in violation of said provision. Plaintiffs set forth the factual basis for this claim most specifically at ¶¶18-26 above.

CLAIM X: Screen Out

Plaintiffs are informed, believe, and thereon allege that Defendants screened out Plaintiffs and other people with disabilities in violation of 42 United States Code 12182(b)(2)(A)(i) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon

1 allege that Defendants discriminated against the named Plaintiffs in violation of said
 2 provision. Plaintiffs set forth the factual basis for this claim most specifically at ¶¶ 8
 3 - 26 above. Defendants screened out the named Plaintiffs from its rental services and
 4 processes, because Defendants failed to remove architectural and communication
 5 barriers to its website and physical office, failed to provide required effective
 6 alternate communication methods, and failed to provide required auxiliary aids.

7 **CLAIM XI: Denial Of Full And Equal Access**

8 45. Defendants are required to provide full and equal access to Defendants' rental
 9 services, goods, facilities, privileges, advantages, or accommodations pursuant to 42
 10 United States Code 12182(b) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶
 11 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed, believe, and
 12 thereon allege that Defendants discriminated against the named Plaintiffs in violation
 13 of said provision. Plaintiffs set forth the factual basis for this claim most specifically
 14 at ¶¶ 8 - 26 above.

16 **CLAIM XII: Failure To Investigate And Maintain Accessible Features**

17 46. Defendants made repairs and administrative changes which violated ADA and
 18 its regulations. See ADA Title III Regulations Sec.36.211 Maintenance of accessible
 19 features. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
 20 Defendants failed to provide and then maintain any accessible features in its parking,
 21 path of travel, rental office services and website rental services. Plaintiffs are
 22 informed, believe, and thereon allege that Defendants discriminated against the
 23 named Plaintiffs in violation of this provision.

25 **CLAIM XIII: Association**

27 47. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,

1 Plaintiffs are informed, believe, and thereon allege that Defendants discriminated
2 against the named Plaintiffs in violation of 42 U.S.C. § 12182(b)(1)(E)
3

4 **DISCRIMINATORY PRACTICES IN PUBLIC ACCOMMODATIONS**

5 **FOURTH CAUSE OF ACTION: ONLY THE INDIVIDUALL NAMED**
6 **PLAINTIFF AGAINST ALL DEFENDANTS - CLAIMS UNDER CALIFORNIA**
7 **ACCESSIBILITY LAWS**

8 **CLAIM I: Denial Of Full And Equal Access**

9 48. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint, the
10 named Individual Plaintiff was denied full and equal access to Defendants' goods.
11 services, facilities, privileges, advantages, or accommodations within a public
12 accommodation owned, leased, and/or operated by Defendants as required by Civil
13 Code Sections 54, 54.1, and specifically 54.1(d). The factual basis for this claim is at
14 18-28 above.

15 **CLAIM II: Failure To Modify Practices, Policies And Procedures**

16 49. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
17 the named Individual Plaintiff was denied full and equal access to Defendants' goods.
18 Defendants failed and refused to provide a reasonable alternative by modifying its
19 practices, policies, and procedures in that they failed to have a scheme, plan, or
20 design to assist Plaintiff Members and/or others similarly situated in entering and
21 utilizing Defendants' services as required by Civil Code § 54.1. The factual basis for
22 this claim is at 18-28 above.

23 **CLAIM III: Violation Of The Unruh Act**

24 50. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
25 the individual, the named Individual Plaintiff was denied full and equal access to
26 Defendants' goods. Defendants violated the CA Civil Code § 51 by specifically
27 failing to comply with Civil Code §51(f). Defendants' facility violated state
28

1 disability laws, the ANSI Standards, A117, and California's Title 24 Accessible
 2 Building Code by failing to provide equal access to Defendants' facilities.
 3 Defendants did and continue to discriminate against Plaintiff Members in violation
 4 of Civil Code §§ 51(f), and 52. The factual basis for this claim is at 18-28 above.

5 **Treble Damages Pursuant To California Accessibility Laws**

6 51. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
 7 only the named Individual Plaintiff prays for an award of treble damages against
 8 Defendants, and each of them, pursuant to California Civil Code sections 52(a) and
 9 54.3(a). Defendants, each of them respectively, at times prior to and including the
 10 day the named Individual Plaintiff attempted patronized Defendants' facilities and
 11 rental services, and continuing to the present time, knew that persons with physical
 12 disabilities were denied their rights of equal access. Despite such knowledge,
 13 Defendants, and each of them, failed and refused to take steps to comply with the
 14 applicable access statutes; and despite knowledge of the resulting problems and
 15 denial of civil rights thereby suffered by the named Individual Plaintiff. Defendants,
 16 and each of them, have failed and refused to take action to grant full and equal access
 17 to the individual Plaintiff in the respects complained of hereinabove. Defendants,
 18 and each of them, have carried out a course of conduct of refusing to respond to, or
 19 correct complaints about, denial of disabled access and have refused to comply with
 20 their legal obligations to make Defendants' public accommodation facilities and
 21 rental services accessible pursuant to the ADAAG and Title 24 of the California
 22 Code of Regulations (also known as the California Building Code). Such actions
 23 and continuing course of conduct by Defendants in conscious disregard of the rights
 24 and/or safety of the named Individual Plaintiff justify an award of treble damages
 25 pursuant to sections 52(a) and 54.3(a) of the California Civil Code.

26 ///

27 ///

DEMAND FOR JUDGMENT FOR RELIEF:

A. All named Plaintiffs seeks injunctive relief pursuant to 42 U.S.C. 3613(c) and 42 U.S.C. § 12188(a). Only the named Individual Plaintiff seeks injunctive relief pursuant to CA Civil Code §52. Pursuant to 42 U.S.C. 3613(c), all Plaintiffs request this court to enjoin Defendants to cease their discriminatory practices in housing rental services, rental housing management services, and for Defendants to implement written policies and methods to respond to reasonable accommodation and reasonable modification requests. Pursuant to 42 U.S.C. § 12188(a), Plaintiffs request this Court enjoin Defendants to remove all barriers to equal access to the disabled Plaintiffs in, at, or on their facilities, including but not limited to architectural and communicative barriers in the provision of Defendants' rental services. Plaintiffs do not seek injunctive relief pursuant to Cal. Civil Code §55 and Plaintiffs do not seek attorneys' fees pursuant to Cal. Civil Code §55. Plaintiffs do not seek any relief at all pursuant to Cal. Civil Code §55.

B. All named Plaintiffs seek actual damages pursuant to 42 U.S.C. 3613(c).

However, Plaintiff Club only seeks damages for itself. Plaintiff Club does not seek damages on behalf of its members;

C. Only the named Individual Plaintiff seeks recovery of actual damages pursuant to Cal. Civil Code §§ 52 or 54.3;

D. Only the named Individual Plaintiff seeks \$4,000 in minimum statutory damages pursuant to Cal. Civil Code § 52 for each and every offense of Civil Code § 51, pursuant to Munson v. Del Taco, (June 2009) *46 Cal. 4th* 661;

E. In the alternative to the damages pursuant to Cal. Civil Code § 52 in Paragraph C above, only the named individual Plaintiff seeks \$1,000 in minimum statutory damages pursuant to Cal. Civil Code § 54.3 for each and every offense of Civil Code § 54.1;

F. All named Plaintiffs seek attorneys' fees pursuant to 42 U.S.C. 3613(c)(2), 42

1 U.S.C. § 12205, and Cal. Civil Code §§ 52, 54.3;

2 G. Only the named individual Plaintiff seeks treble damages pursuant to Cal.
3 Civil Code §§ 52(a) or 54.3(a);

4 H. The named Plaintiffs are seeking perspective injunctive relief to require the
5 Defendants to provide obvious reasonable accommodations, to provide the required
6 auxiliary aids and to modify Defendants' procedures, practices, and policies of the
7 Defendants in the provision of Defendants' rental services. Without perspective
8 relief the Plaintiffs will suffer future harm.

9 I. All named Plaintiffs seek a Jury Trial and;

10 J. For such other further relief as the court deems proper.

11 Respectfully submitted:

13 LIGHTNING LAW, APC

14 Dated: November 19, 2022

15 By: /s/David C. Wakefield
16 DAVID C. WAKEFIELD, ESQ.
17 Attorney for Plaintiffs